

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

REBECCA NGUYEN, TAMICA
BREWSTER, KYLE STRICKENBERGER,
and MICHELLE CAYNOR, *on behalf of
themselves and all other similarly situated,*

Plaintiffs,

v.

EDUCATIONAL COMPUTER SYSTEMS,
INC., *d/b/a* HEARTLAND ECSI,

Defendant.

Case No.: 2:22-cv-01743-PLD

CLASS ACTION

**DECLARATION OF
SCOTT M. FENWICK OF KROLL
SETTLEMENT ADMINISTRATION LLC
IN CONNECTION WITH FINAL APPROVAL
OF SETTLEMENT**

Date: June 24, 2024

Time: 1:30 P.M.

Dept: Courtroom 9A

The Hon. Patricia L. Dodge

I, Scott M. Fenwick, declare as follows:

INTRODUCTION

1. I am a Senior Director of Kroll Settlement Administration LLC (“Kroll”),¹ the Settlement Administrator² appointed in the above-captioned case, whose principal office is located at 2000 Market Street, Suite 2700, Philadelphia, Pennsylvania 19103. I am over 21 years of age and am authorized to make this declaration on behalf of Kroll and myself. The following statements are based on my personal knowledge and information provided by other experienced Kroll employees working under my general supervision. This declaration is being filed in connection with final approval of the Settlement.

2. Kroll has extensive experience in class action matters, having provided services in class action settlements involving antitrust, securities fraud, labor and employment, consumer, and government enforcement matters. Kroll has provided notification and/or claims administration services in more than 3,000 cases.

BACKGROUND

3. Kroll was appointed as the Settlement Administrator to provide notification and claims administration services in connection with that certain Class Settlement and Release Agreement (the “Settlement Agreement”) entered into in this Action. Kroll’s duties in connection with the Settlement have and will include (a) receiving and analyzing the Class List from Defendant’s counsel; (b) creating a Settlement Website with online claim filing capabilities; (c) establishing a toll-free telephone number; (d) establishing a post office box for the receipt of mail; (e) preparing and sending the Postcard Notice via first-class mail; (f) preparing and sending the Email Notice; (g) receiving and processing mail from the United States Postal Service (“USPS”) with forwarding addresses; (h) receiving and processing undeliverable mail, without a

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Settlement Agreement as defined below.

² The Settlement Agreement and Preliminary Approval Order appoint “Kroll, LLC” as the Settlement Administrator. Kroll, LLC is the parent company of Kroll Settlement Administration LLC, the actual Settlement Administrator in this case.

forwarding address, from the USPS; (i) receiving and processing Claim Forms; (j) receiving and processing opt out requests and objections; and (k) such other tasks as counsel for the Parties or the Court request Kroll to perform.

NOTICE PROGRAM

Data and Case Setup

4. On March 11, 2024, Kroll received one (1) data file from the Defendant. The file contained 1,979,282 records that included school codes, names, SID numbers, fees paid, mailing addresses, email addresses, dates of birth, and the last four digits of Social Security Numbers for Settlement Class Members. Kroll undertook several steps to reconcile the list and compile the eventual Class List for the emailing and mailing of the Initial Notice. This included standardizing address information, de-duping and performing a roll up of records with multiple names, mailing addresses, dates of birth, and the last four digits of Social Security Numbers. As a result of this data cleaning process, Kroll identified 537,769 unique records. Of these, Kroll identified 531,551 unique records with a provided email address, and 6,218 unique records with a provided physical mailing address but no email address. Additionally, in an effort to ensure that the Postcard Notice would be deliverable to Settlement Class Members, Kroll ran the Class List through the USPS's National Change of Address ("NCOA") database and updated the Class List with address changes received from the NCOA.

5. On March 7, 2024, Kroll created a dedicated Settlement Website entitled www.PerkinsLoanFeeSettlement.com. The Settlement Website "went live" on March 26, 2024, and contains information about the Settlement, copies of the Claim Form, Settlement Complaint, Settlement Agreement, Long Form Notice, and the Preliminary Approval Order, as well as contact information for the Settlement Administrator, answers to frequently asked questions, important dates, including the exclusion deadline, objection deadline, Claim Filing Deadline, and the Final Approval Hearing date, and provided Settlement Class Members the opportunity to file a Claim Form online.

6. On January 4, 2024, Kroll established a toll-free telephone number, (833) 462-3516, for Settlement Class Members to call and obtain additional information regarding the Settlement through an Interactive Voice Response (“IVR”) system with a voicemail setup that allows callbacks from a live operator. As of June 4, 2024, the IVR system has received 1,344 calls, and 337 callers have received a returned phone call from a live operator after leaving a voicemail through the IVR system.

7. On January 12, 2024, Kroll designated a post office box with the mailing address *Nguyen et al. v. Educational Computer Systems, Inc.*, c/o Kroll Settlement Administration LLC, PO Box 5324, New York, NY 10150-5324, in order to receive opt outs, Claim Forms, objections, and correspondence from Settlement Class Members.

The Notice Program

8. On March 27, 2024, Kroll caused 6,218 Postcard Notices to be mailed via first-class mail. A true and correct copy of the Postcard Notice, along with the Long Form Notice and Claim Form, are attached hereto as **Exhibits A, B, and C**, respectively.

9. On March 27, 2024, Kroll caused the Email Notice to be sent to the 531,551 email addresses on file for Settlement Class Members as noted above. A true and correct copy of a complete exemplar Email Notice (including the subject line) is attached hereto as **Exhibit D**. Of the 531,551 emails attempted for delivery; 104,442 emails were rejected/bounced back as undeliverable. On May 7, 2024, Kroll sent Postcard Notices via first class mail to the 104,442 forgoing Settlement Class Members whose Email Notice was rejected/bounced back.

10. On May 7, 2024, as required under section 10.4 of the Settlement Agreement, Kroll caused the Supplemental Notice to be sent to Settlement Class Members who had not yet filed a Claim Form nor opted out of the Settlement, as follows: via email to 414,098 Settlement Class Members with a known email address and via mail to 6,349 Settlement Class Members with no known email address.

11. On May 17, 2024, at the direction of counsel for the Parties, Kroll caused an additional Supplemental Notice to be sent via email to 334,072 Settlement Class Members who had not yet filed a Claim Form nor opted out of the Settlement.

12. On May 24, 2024, at the direction of counsel for the Parties, Kroll caused a second Supplemental Notice to be sent via email to 326,129 Settlement Class Members who had not yet filed a Claim Form nor opted out of the Settlement.

NOTICE PROGRAM REACH

13. As of June 20, 2024, forty-two (42) Postcard Notices were returned by USPS with a forwarding address. Of those, forty-two (42) Postcard Notices were automatically re-mailed to the updated addresses provided by USPS.

14. As of June 20, 2024, 335 Postcard Notices were returned by the USPS as undeliverable as addressed, without a forwarding address. Kroll ran 335 undeliverable records through an advanced address search. The advanced address search produced 308 updated addresses. Kroll has re-mailed Postcard Notices to the 308 updated addresses obtained from the advanced address search. Kroll will continue to trace and re-mail undeliverable Postcard Notices as they are received.

15. Based on the foregoing, following all Notice re-mailings, Kroll has reason to believe that Notice likely reached 537,742 of the 537,769 persons to whom Notice was mailed and/or emailed, which equates to a reach rate of the direct notice of approximately 99.99%. This reach rate is consistent with other court-approved, best-practicable notice programs and Federal Judicial Center Guidelines, which state that a notice plan that reaches³ over 70% of targeted class members is considered a high percentage and the “norm” of a notice campaign.⁴

³ FED. JUD. CTR., *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide* (2010), available at <https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf>. The guide suggests that the minimum threshold for adequate notice is 70%.

⁴ Barbara Rothstein and Thomas Willging, *Federal Judicial Center Managing Class Action Litigation: A Pocket Guide for Judges*, at 27 (3d Ed. 2010).

CLAIM ACTIVITY

16. The Claim Filing Deadline was May 28, 2024.

17. As of June 20, 2024, Kroll has received fifty-seven (57) timely Claim Forms through the mail and 40,034 Claim Forms filed electronically through the Settlement Website, for a total of 40,091 timely Claim Forms received. Kroll has received twenty-nine (29) untimely Claims Forms through the mail. Kroll is still in the process of reviewing and validating Claim Forms.

18. Based on the foregoing, Kroll estimates that the claims filing rate is 7.45% of Settlement Class Members who likely received Notice.

19. To prevent Claim Forms from being filed by individuals outside the Settlement Class and to curtail fraud, Settlement Class Members were provided a unique “Class Member ID” on their respective Notices. The Class Member ID is required for Settlement Class Members to file a Claim Form online.

COSTS OF NOTICE PROGRAM

20. As of June 20, 2024, Kroll has billed \$18,925.53 for services and fees incurred in the administration of this matter. Kroll estimates that it will bill an additional \$176,225.50 to complete the administration of this Settlement. Should the Court award Class Counsel the full payment for Attorney’s Fees and Expenses (\$1,216,667.67 plus \$10,403.04 in litigation expenses), plus \$40,000 for the Incentive Awards for Class Representatives, there will be approximately \$2,187,779.26 remaining in the Settlement Fund for Settlement Payments. As of June 20, 2024, 40,091 Settlement Class Members have submitted timely Claim Forms, for an estimated total of \$1,103,179.04 in Processing Fees. Kroll is still in the process of reviewing and validating Claim Forms.

EXCLUSIONS AND OBJECTIONS

21. The exclusion deadline and the objection deadline was June 3, 2024.

22. Kroll has received seven (7) timely exclusion requests and two (2) objections to the Settlement. A list of the exclusion requests received is attached hereto as **Exhibit E**. A list of the objections is attached hereto as **Exhibit F**.

CERTIFICATION

I declare under penalty of perjury under the laws of the United States that the above is true and correct to the best of my knowledge and that this declaration was executed on June 20, 2024, in East Palestine, Ohio.



SCOTT M. FENWICK

Exhibit A

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Nguyen et al v Educational Computer Systems, Inc.
P.O. Box 5324
New York, NY 10150-5324

FIRST CLASS MAIL
U.S. POSTAGE PAID
CITY, ST
PERMIT NO. XXXX

ELECTRONIC SERVICE REQUESTED

CLASS MEMBER
IDENTIFICATION NUMBER:

<<Refnum>>

Legal Notice about a Class Action Settlement

If you were charged a Fee by Educational Computer Systems, Inc., d/b/a/ Heartland ECSI to make a Perkins student loan payment by telephone, IVR, or the internet, you may be eligible for a payment from a class action Settlement.

Read this Notice carefully.

You can also visit:

www.PerkinsLoanFeeSettlement.com or
call (833) 462-3516

<<Refnum Barcode>>

CLASS MEMBER ID: <<Refnum>>

Postal Service: Please do not mark barcode

<<FirstName>> <<LastName>>

<<Company>>

<<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip>>-<<zip4>>

<<Country>>

Visit www.PerkinsLoanFeeSettlement.com by May 28, 2024, to make a claim to receive a payment or to learn additional details.

A \$3,650,000 Settlement has been reached in a class action lawsuit alleging that Educational Computer Systems, Inc., d/b/a/ Heartland ECSI (“ECSI”) improperly charged Fees to borrowers who made payments on federal Perkins loans by telephone, IVR (interactive voice response), or the internet (“Fees”). ECSI denies any wrongdoing but has agreed to the Settlement to avoid the uncertainties and expenses associated with continuing the Litigation. The Court has not decided who is right.

Who’s Included? ECSI’s records show you are a member of the Settlement Class. The Settlement Class includes all natural persons (1) within the United States who paid a Fee to ECSI for (2) optional payment services to make a Perkins student loan payment by telephone, IVR, or the internet (“Processing Fee”), between December 6, 2018, through and including October 31, 2023.

What Are the Settlement Terms? ECSI has agreed to establish a Settlement Fund of \$3,650,000. The Settlement Fund, net of any Settlement Notice and administration costs, service awards, and Attorneys’ Fees and Expenses award by the Court will be distributed to Class Members who file a timely claim. The Net Settlement Fund will be distributed to those who file a timely claim *pro rata* based on the amount of Processing Fees each paid. **To receive a Settlement Payment, Class Members must visit the Settlement Website by May 28, 2024.** When making a claim, you may use the Class Member Identification Number appearing on the front of this card to facilitate processing. Class Members can elect to receive their Settlement Payment via check or by an electronic payment method (PayPal, Zelle, Venmo, etc.) at the website above. Class Counsel may seek up to one third of the Settlement Fund for attorneys’ fees plus reimbursement of litigation expenses, and the Class Representatives may each seek \$10,000 as service awards.

Your Rights May Be Affected. If you do not want to be legally bound by the Settlement, you must exclude yourself from the Settlement Class by **June 3, 2024**. If you do not exclude yourself, you will release your claims against Heartland ECSI for the claims at issue in the lawsuit. Specifically, you will not be able to sue for any claim relating to Fees paid between December 6, 2018, and October 31, 2023. If you exclude yourself or “opt out” of the Class, you won’t get a payment. If you stay in the Settlement Class, you may object to the Settlement in writing by **June 3, 2024**. A more detailed Long Form Notice, available at the website above, contains instructions for how to exclude yourself or object to the Settlement and the full scope of the release to Heartland ECSI.

The Final Approval Hearing. The Court will hold a hearing on **June 24, 2024 at 1:30 p.m.**, in the Courtroom of Patricia L. Dodge at 700 Grant Street, Courtroom 9A, Pittsburgh, PA 15219. At the hearing, the Court will consider whether to approve the Settlement and Class Counsel’s request for attorneys’ fees and expenses, and the Plaintiffs’ service awards. Unless you opt-out of the Settlement, you may appear at the hearing, but you do not have to attend. You may also hire your own attorney, at your own expense, to appear or speak for you at the hearing.

How Can I Get More Information? Visit the website above if you have questions or want more information about the lawsuit and your rights. You may also call **(833) 462-3516**, or write to the Settlement Administrator at Nguyen et al. v. Educational Computer Systems, Inc. c/o Kroll Settlement Administration PO Box 5324 New York, NY 10150-5324.

Exhibit B

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

A class action Settlement may affect your rights if you paid Educational Computer Systems, Inc., d/b/a/ Heartland ECSI (“Defendant” or “Heartland ECSI”), a Fee for optional payment services to make a student loan payment by telephone, IVR, or the internet between December 6, 2018, through October 31, 2023.

THIS NOTICE COULD AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

A Court authorized this notice. This is not a solicitation from a lawyer.

- Heartland ECSI’s records identify you as a Class Member.
- A proposed Settlement requires Heartland ECSI to pay \$3,650,000 to make payments to Class Members who file timely claims and to pay other Fees and expenses.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<p>Submit a Claim Form and Receive a Settlement Payment</p> <p>Deadline: May 28, 2024</p>	<p>If you wish to make a claim and receive a Settlement Payment, you must visit the Settlement Website at www.PerkinsLoanFeeSettlement.com and complete a Claim Form online. You may elect to receive your payment via check or electronically by Zelle, PayPal, Venmo, etc.</p> <p>If the Court approves the Settlement and it becomes final and effective, and you remain in the Settlement Class (<i>i.e.</i>, you do nothing and do not otherwise exclude yourself from the Settlement), you will only receive a Settlement Payment if you submitted a Claim Form before the deadline. The Settlement Fund, net of Fees, expenses, and incentive awards, will be distributed to those Class Members who submitted a timely Claim Form <i>pro rata</i> based on Fees paid.</p> <p>This option means that you give up your right to bring your own lawsuit against Heartland ECSI about the claims in this case.</p>
Do Nothing	<p>You will not receive a payment under the Settlement. You will also give up your right to object to the Settlement and you will not be able to be part of any other lawsuit about the claims this Settlement resolves.</p>
<p>Exclude Yourself from the Settlement</p> <p>Deadline: June 3, 2024</p>	<p>You may ask to be excluded from the lawsuit. If you do so, you will receive no benefit from the Settlement, but you retain your right to sue on your own.</p>
<p>Object</p> <p>Deadline: June 3, 2024</p>	<p>You may object to the terms of the Settlement Agreement and have your objections heard at the June 24, 2024, Final Approval Hearing.</p>

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The United States District Court for the Western District of Pennsylvania (the “Court”) authorized this notice. The following is a summary of the Settlement and of your rights. A full copy of the Settlement Agreement is available at www.PerkinsLoanFeeSettlement.com.

THIS IS NOT A SUIT AGAINST YOU. The purpose of this notice is to advise you that a Settlement has been reached in a class action lawsuit (the “Lawsuit”) against Educational Computer Systems, Inc., d/b/a/ Heartland ECSI (“Defendant” or “Heartland ECSI”). The notice is being sent to you because the parties’ records indicate that you are included in the Settlement and entitled to a cash payment.

This notice summarizes the proposed settlement and your rights. The precise terms and conditions of the settlement are set forth in the Settlement Agreement, which may be viewed by accessing the following website www.PerkinsLoanFeeSettlement.com or by contacting the Settlement Administrator at (833) 462-3516, contacting Class Counsel at the addresses listed below, or by accessing the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at www.pacer.gov.

1. What is This Lawsuit About?

The lawsuit alleges that Defendant violated state debt collection and student borrower protection laws by improperly assessing Fees for payment services when Settlement Class Members made payments on federal Perkins loans over the phone or internet. Defendant denies any and all wrongdoing. Defendant has agreed to the Settlement solely to avoid the burden, expense, risk, and uncertainty of continuing the Lawsuit.

2. Who is Included in the Settlement

The parties’ records indicate that you are a Class Member. The Settlement Class is defined as: all natural persons (1) within the United States who paid a Fee to Defendant Heartland ECSI (“Defendant”) for (2) optional payment services to make a Perkins student loan payment by telephone, IVR (interactive voice response), or the internet (“Processing Fee”), between December 6, 2018, through and including October 31, 2023.

3. What Does the Settlement Provide?

(1) **Payment to Class Members.** Heartland ECSI will establish a Settlement Fund in the amount of \$3,650,000 from which Class Members will receive payments by check or by electronic payment method. The Settlement Fund, net of any settlement notice and administration costs, service awards, and Attorney’s Fees and Expenses awarded by the Court will be distributed to Settlement Class Members who file a timely claim pro rata according to the amount of Processing Fees each Class Member paid.

Class Members must visit the Settlement Website at www.PerkinsLoanFeeSettlement.com to make a claim by completing the Claim Form. They can elect to receive their Settlement Payment via a check or an electronic payment method (PayPal, Zelle, Venmo, etc.).

Class Members who do not elect to receive their Settlement Payment via an electronic payment method will be mailed a check. Checks will be valid for 90 days.

Please understand that these sums may be taxable, that such tax consequences are further described in the Settlement Agreement, and that counsel is not giving you any tax advice. You are encouraged to seek tax advice without delay from a tax professional.

(2) **Service Award.** The Plaintiffs who brought this lawsuit will each request a service award of no more than \$10,000 for serving as Class Representatives.

(3) **Attorney’s Fees and Costs.** Class counsel are Bailey Glasser, LLP and Tycko & Zavareei. They will request Attorney’s Fees and Expenses of no more than one-third of the total amount of the Settlement Fund, plus their litigation expenses. The Court will determine the appropriate amount of the Attorney’s Fees and Expenses and awards to be paid. The Settlement is not conditioned upon approval of any of the Attorney’s Fees and Expenses, or service award amounts.

(4) **Opinion of Class Counsel.** Class Counsel considers it to be in the best interest of the class to enter into this Settlement on the terms described in light of the potential recovery, Defendant’s defenses, and the uncertainties of continued litigation.

(5) **Release.** In connection with the Settlement, the Final Approval Order shall provide that the Action is dismissed with prejudice as to the Class Representatives and all Settlement Class Members. As of the Effective Date, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have fully, finally, and forever released, resolved, relinquished, and discharged each and all of the Released Parties from the Released Claims. The Releasing Parties further agree that they will not institute any actions or causes of action (in law, equity, or administratively), suits, debts, liens, or claims, known or unknown, fixed or contingent, which they have or claim to have, in state or federal court, in arbitration, or with any state, federal, or local government agency, or with any administrative or advisory body, arising from or reasonably related to the Released Claims. The release does not apply to persons who fall within the definition of the Settlement Class, but who submit a timely opt-out in accordance with the terms of this Agreement.

For purposes of this Settlement Agreement, “Released Parties” means Heartland ECSI; all of Heartland ECSI’s acquired entities, predecessors, successors, affiliates, parent companies, and subsidiaries (collectively, “Affiliates”); any person, company, trust, or other entity for which Heartland ECSI services loans, as well as any person, company, trust, or other entity that has any interest in any loan to a Settlement Class Member that Heartland ECSI serviced; and all of the aforementioned’s past or present predecessors, successors, direct or indirect parents, subsidiaries, associates, affiliates, assigns, employers, employees, shareholders, principals, agents, consultants, independent contractors, insurers, directors, officers, partners, attorneys, accountants, financial advisors, legal representatives, and successors in interest, franchisees and persons, firms, trusts, and corporations (each solely in their respective capacity as such).

For purposes of this Settlement Agreement, “Released Claim” or “Released Claims” means all rights, duties, obligations, claims, actions, causes of action or liabilities, whether arising under local, state or federal law, whether by Constitution, statute, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of the Final Approval Order, that relate, concern, arise from, or pertain in any way to the Released Person’s conduct, policies, or practices concerning Processing Fees on federal Perkins loans charged by Heartland ECSI, including but not limited to charges for making payments over the phone or internet and claims or causes of action under, without limitation, the federal Fair Debt Collection Practices Act, state debt collection law, state student borrower bill of rights, breach of contract, unjust enrichment, and for violation of any other law. As to the Released Person’s conduct, policies, or practices concerning Processing Fees on federal Perkins loans charged by Heartland ECSI, the Releasing Parties waive any principles of law similar to and including Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Releasing Parties agree that Section 1542 and all similar federal or state laws, rules, or legal principles of any other jurisdiction are knowingly and voluntarily waived in connection with the aforementioned claims released in the Settlement Agreement and agree that this is an essential term of the Settlement Agreement. The Releasing Parties acknowledge that they may later discover claims presently unknown or unsuspected, or facts in addition to or different from those which they now believe to be true with respect to the matters released in this Settlement Agreement. Nevertheless, Plaintiffs and the Class Members fully, finally, and forever settle and release the Released Claims.

For purposes of this Action, “Releasing Parties” means the Plaintiffs, all Settlement Class Members and any individual acting on their behalf, including but not limited to, any present, former, and future spouses, dependents, children, parents, as well as the present, former, and future estates, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors in interest, assigns, and any other representatives of each of them.

(6) **Binding Effect of Class Judgment.** Upon conclusion of the Settlement, the judgment of the Court will be binding upon all Class Members who do not opt out of the Settlement.

4. The Court's Fairness Hearing

The U.S. District Court for the Western District of Pennsylvania will hold a Final Approval Hearing in this case on **June 24, 2024 at 1:30 p.m.**, in the Courtroom of Patricia L. Dodge at 700 Grant Street, Courtroom 9A, Pittsburgh, PA 15219. Unless you opt-out of the Settlement, you may appear at the Final Approval Hearing, but you do not have to attend. You may also hire your own attorney, at your own expense, to appear or speak for you at the Final Approval Hearing. The Final Approval Hearing date and time may be changed without further notice. If you wish to attend the Final Approval Hearing, you should call the Settlement Administrator in advance to confirm the day and time.

5. What Are Your Options?

(1) **Do Nothing.** You will not receive a payment under the Settlement. You will also give up your right to object to the Settlement and you will not be able to be part of any other lawsuit about the claims this Settlement resolves.

(2) **Receive a Settlement Payment.** To receive a Settlement Payment, you must visit the Settlement Website at www.PerkinsLoanFeeSettlement.com by **May 28, 2024** to submit a Claim Form and select your desired method of payment (paper check, Zelle, Venmo, PayPal., etc.). If the Settlement is approved, you will be bound by all of its terms, and you will be paid pursuant to your desired payment method.

(3) **Exclude Yourself.** You may "opt out" and exclude yourself from the Settlement. If you opt out, you will not receive any cash payment, and you will not release any claims you may have against Defendant. If you opt out, you will be free to pursue whatever legal rights you may have by pursuing your own lawsuit against Defendant at your own risk and expense. To exclude yourself from the Settlement, you must mail a letter to the Settlement Administrator (address below) stating that you wish to do so. Your letter must include your name, address, telephone number, the last four digits of your Social Security Number, and a statement that you are seeking exclusion. You must postmark your letter no later than **June 3, 2024**; OR

(4) **Object to the Settlement.** If you object to the Settlement, you must file with the Court a signed notice of your intention to appear; a statement saying that you object to the Settlement in *Nguyen v. Educational Computer Systems, Inc., d/b/a/ Heartland ECSI*, Civil Action No. 2:22-cv-0173-PLD; submit documentary proof that you are a member of the Settlement Class; provide your name, address and telephone number; specifically state the basis for your objection(s); identify whether the objection applies to the entire Settlement Class, a specific subset of the Settlement Class, or only to the objector; and serve copies of the foregoing and all other papers in support of such objection(s) upon the following:

Court:	Administrator:
Joseph F. Weis, Jr. U.S. Courthouse 700 Grant Street Pittsburgh, PA 15219	Nguyen et al. v. Educational Computer Systems, Inc. c/o Kroll Settlement Administration PO Box 5324 New York, NY 10150-5324
Class Counsel:	Class Counsel:
James L. Kauffman Bailey Glasser, LLP 1055 Thomas Jefferson Street, NW, Suite 540 Washington, D.C. 20007	Hassan A. Zavareei Kristen Simplicio Tycko & Zavareei LLP 2000 Pennsylvania Avenue NW, Suite 1010 Washington, D.C. 20006

Class Counsel:	Heartland ECSI's counsel:
Patricia Mulvoy Kipnis Bailey Glasser, LLP 923 Haddonfield Road, Suite 300 Cherry Hill, NJ 08002	Allison L. Burdette Saul Ewing LLP One PPG Place, Suite 3010 Pittsburgh, PA 15222

The objection must also state whether you or your own lawyer would like to appear and speak at the Court's Final Approval Hearing, at your own cost. You do not need to appear at the Final Approval Hearing to object to the Settlement. If you intend to call witnesses at the Final Approval Hearing, the objection should list any witnesses you intend to call.

PLEASE DIRECT QUESTIONS TO:

Nguyen et al. v. Educational Computer Systems, Inc.
c/o Kroll Settlement Administration
PO Box 5324
New York, NY 10150-5324
(833) 462-3516

www.PerkinsLoanFeeSettlement.com

Exhibit C

**The DEADLINE
to submit or mail this
Claim Form is:
May 28, 2024**

For Office Use Only

INSTRUCTIONS

This Claim Form may be submitted in one of two ways:

- 

Page 1 of 2



8302500000000

VALIDATION* - YOU MUST CHOOSE ONE

☐ Class Member ID# (if known): 8 3 0 2 5 _____

☐ Date of Birth (mm/dd/yyyy): ____ / ____ / ____

The Class Member ID # can be found on the email or postcard notice sent to you about this Settlement. Please note that Claimants who provide a date of birth instead of their Class Member ID may be subject to additional identity verification measures.

PAYMENT METHOD

If you use this paper Claim Form, a check will be mailed to the address above. If you want to receive an electronic payment, please submit your Claim online.

SIGNATURE

By submitting this Claim Form, I certify that that I am a person within the United States who (1) paid a Fee to Heartland ECSI for (2) optional payment services to make a Perkins student loan payment by telephone, IVR, or the internet, between December 6, 2018, through and including October 31, 2023.

Signature

____ / ____ / ____
Date (mm/dd/yyyy)

Questions? Go to www.PerkinsLoanFeeSettlement.com or call (833) 462-3516.



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Exhibit D

From: [Nguyen Settlement Admin](#)
To: [Cardoso, Nuno](#)
Subject: [EXTERNAL] Educational Computer Systems, Inc., d/b/a/ Heartland ECSI Perkins Loan Fee Class Action Settlement
Date: Wednesday, March 27, 2024 6:11:38 PM

Class Member ID #: 83025NUNOCARD

A federal Court authorized this notice. This is not a solicitation from a lawyer, and you are not being sued.

You are receiving this notice because you could be affected by the settlement of a class action lawsuit against Educational Computer Systems, Inc., d/b/a/ Heartland ECSI ("Heartland ECSI") involving Heartland ECSI charging Fees to persons to make Perkins student loan payments by telephone, IVR (interactive voice response), or the internet ("Processing Fees"). Heartland ECSI denies any and all wrongdoing. The Court has not decided who is right. Plaintiffs and Heartland ECSI have agreed to settle the lawsuit to avoid the cost and uncertainty of litigation. You can read the Complaints, Settlement Agreement, and other case documents on the Settlement Website:

www.PerkinsLoanFeeSettlement.com

Who's Included? Heartland ECSI's records show you are a member of the Settlement Class. The Settlement Class is defined as all natural persons (1) within the United States who paid a fee to Defendant Heartland ECSI ("Defendant") for (2) optional payment services to make a Perkins student loan payment by telephone, IVR (interactive voice response), or the internet ("Processing Fee"), between December 6, 2018, through and including October 31, 2023.

What are the Settlement terms? Heartland ECSI has agreed to establish a Settlement Fund of \$3,650,000 from which Settlement Class Members will receive payments by check, or by digital payment method. The Settlement Fund, net of any Settlement Notice and Administration Costs, service awards, and Attorney's Fees and Expenses award by the Court ("Net Settlement Fund") will be distributed to Settlement Class Members who file a timely claim *pro rata* based on the amount of Processing Fees each Class Member paid.

If you wish to receive a Settlement Payment, you must visit the Settlement Website at www.PerkinsLoanFeeSettlement.com by May 28, 2024, to provide your information to the Settlement Administrator.

When making a claim, you are encouraged to use the Class Member Identification Number appearing at the top of this notice to facilitate processing. Class Members may elect to receive their Settlement Payment via physical check or by an electronic payment method (PayPal, Zelle, Venmo, etc.). Checks will be valid for 90 days.

Please understand that these sums may be taxable, that such tax consequences are further described in the Settlement Agreement, and that counsel is not giving you any tax advice. You are encouraged to seek tax advice without delay from a tax professional.

Your Other Options: If you do not want to be bound by the Settlement, you must exclude yourself by **June 3, 2024**. If you exclude yourself, you cannot get money from the Settlement. If you do not exclude yourself, you will release your claims against Heartland ECSI for the claims at issue in the lawsuit. Specifically, you will not be able to sue for any claim relating to Processing Fees paid between December 6, 2018, and October 31, 2023. A more detailed Long Form Notice, available at www.PerkinsLoanFeeSettlement.com contains instructions for how to exclude yourself and the full scope the release to Heartland ECSI.

If you do not exclude yourself, you may object to the Settlement by **June 3, 2024**. The more detailed Long Form Notice available at www.PerkinsLoanFeeSettlement.com contains

instructions for how to object.

Final Approval Hearing: The U.S. District Court for the Western District of Pennsylvania will hold a Final Approval Hearing in this case on **June 24, 2024, at 1:30 p.m.**, in the Courtroom of Patricia L. Dodge at 700 Grant Street, Courtroom 9A, Pittsburgh, PA 15219. Class Members do not need to attend the Final Approval Hearing. The Final Approval Hearing date and time may be changed without further notice. If you wish to attend the Final Approval Hearing, you should call the Settlement Administrator in advance to confirm the day and time.

At the Final Approval Hearing, Class Counsel will request Attorney's Fees and Expenses of no more than one-third of the total amount of the Settlement Fund, plus their litigation expenses. Class Counsel will also request Court approval of service awards to the Class Representatives in the amount of \$10,000 each. The fee and service award application and all supporting papers will be available for your review on the Settlement Website at www.PerkinsLoanFeeSettlement.com.

The Court will determine the appropriate amount of the Attorney's Fees and Expenses and awards to be paid. The Settlement is not conditioned upon approval of any of the Attorney's Fees and Expenses or service award amounts.

If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. You may appear at the hearing, but you don't have to. You may hire your own attorney, at your own expense, to appear or speak for you at the hearing. **If you do not take any action, you will be legally bound by the Settlement and any orders or judgments entered in the Action, and will fully, finally, and forever give up any rights to prosecute certain claims against Heartland ECSI.**

This notice provides limited information about the Settlement. For more information call (833) 462-3516 or visit www.PerkinsLoanFeeSettlement.com.

Click [here](#) to unsubscribe.

Exhibit E

Exclusion List

Count	Record Identification Number
1	83025CDBTBJ18
2	830254GVJYZVK
3	830259MY8501S
4	830252J23F696
5	83025CF6X8K9S
6	83025CJ2JKMRS
7	83025732GWVH2

Exhibit F

Objection List

Count	Record Identification Number
1	830255B0MHDBM
2	8302556Y2T8F4